



Application

FOR

Court-Ordered Services

(Anger Management, Victim Awareness, Victim Impact Panel, Anti-Theft, Consequences of Writing Worthless Checks, Batterer's Intervention, DUI, DWLSR, and/or Vehicle Immobilization)

**BOARD OF COUNTY COMMISSIONERS LEON
COUNTY, FLORIDA**

Revised 3/13/15

I. INTRODUCTION

The Board of County Commissioners, at the request of the Criminal Justice Coordinating Committee (CJCC), is seeking applications to establish a list of diverse, qualified service providers (e.g., private for-profit and/or not-for-profit agencies, or professionals in private practice). Providers will deliver outcome-based, comprehensive and consistent services to defendants that have been court-ordered to classes in anger management, victim awareness, victim impact panel, anti-theft, consequences of writing worthless checks, batterers' intervention, driving under the influence (DUI), driving while license suspended or revoked (DWLSR), and/or vehicle immobilization. From the applications, there will be established a list of diverse, qualified service providers.

Approved qualified providers will remain on the active list for a period of three, one-year terms absent any proof that may result in disqualification. A provider shall notify the Probation Director within five (5) calendar days in the event of loss of license or certification, canceling six or more sessions in a six month period, or criminal charges brought against a provider or key personnel. The CJCC, or designated subcommittee, shall evaluate any such actions to consider disqualification and make a determination on a case by case basis.

Applications will be screened and the CJCC, or a designated subcommittee, will consider and approve applications for those Providers that will deliver services in the most cost effective manner to be placed on the Provider List. All Providers, including any current Providers, must apply and be approved before being placed on the Provider List. Those providers approved through this process will receive court-ordered referrals thereafter. However, the court reserves the right to utilize any service provider it deems in the best interest of the justice system. Applications for new providers wishing to be added to the Provider List will be available in March of each year and will go through the same review process. The CJCC and Leon County reserve the right to call for re-application, change the process, remove providers for due cause, or make other modifications to meet the needs of the justice system.

Providers may apply for one or more of the counseling service areas, however, a separate application packet as defined herein is required for each area of interest. The counseling service areas are: Anger Management; Victim Awareness, Anti-Theft; Consequences of Writing Worthless Checks; Batterer's Intervention; Driving Under the Influence; Driving While Licenses Suspended or Revoked; and Vehicle Immobilization.

These services should be designed to assist the Board of County Commissioners to achieve a long-range goal of decreasing crime and criminal justice involvement.

I. GENERAL INSTRUCTIONS:

- A. An original and three (3) copies of the Application must be furnished no later than the last day of the month (April or October). Applications will be retained as property of the County. The ORIGINAL of your reply must be clearly marked Original on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual. All other copies may be photocopies.
- B. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

- C. Equal Opportunity/Affirmative Action Requirements: The Applicant shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. The contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In order to signify agreement and compliance, the Applicant shall complete and submit the attached Equal Opportunity Statement
- D. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.
- E. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the Application being determined as non-responsive.

- F. Indemnification: The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the services.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

- G. Insurance: Applicant shall include in the application packet certificates of insurance showing the general liability, professional liability, property or other insurance in force

for the company or individual applying. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require additional insurance coverage(s) prior to a provider being qualified and to require complete, certified copies of all required insurance policies at any time.

H. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

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2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above..
 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
 5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

II. SCOPE OF SERVICES:

The Board of County Commissioners, at the request of the Criminal Justice Coordinating Committee (CJCC), is seeking applications from qualified Service Providers (hereinafter "Providers") to deliver outcome-based, comprehensive and consistent counseling services to defendants that have been court-ordered to substance abuse, mental health, and/or domestic violence counseling. The following sections detail the requirements of the Service Providers.

Each approved qualified Service Provider shall be responsible for providing to the County literature describing the services provided. The literature shall be distributed to the defendants by the Probation Officer or Pretrial Release Specialist. The literature shall provide a course description and any program information the serves to assist the defendant/offender in making an informed decision.

A. SERVICE PROVIDER ADMINISTRATION

1. Requests for Qualifications will be let every three (3) years. Providers wishing to remain on the list will be required to complete and submit a new application.
2. New service providers or those not meeting criteria for consideration on the initial list will have an opportunity to submit an application twice yearly (September 30 and March 31 submittal deadlines). An application will be evaluated using the same standards provided in the Request for Qualifications.
3. Leon County will not guarantee payments to providers. Providers are solely responsible for fee collection.
4. Providers on the initial list will remain on the active list for a period of three (3) one (1) year terms absent any proof that results in disqualification. Additional providers will remain active for one (1) year terms through September 30, 2016, absent any proof that results in disqualification. A provider shall notify the Probation Director within five (5) calendar days in the event of loss of license or certification, canceling six or more sessions in a six month period, or criminal charges brought against a provider or key personnel. The CJCC, or designated sub-committee, shall evaluate actions that may result in disqualification on a case-by-case basis.

A. PROVIDER SERVICE CATEGORIES

The following sections describe requirements for the various services to be provided; for example, legal and statutory requirements, educational objectives, curriculum requirements, and program fees and schedules. A provider's fee schedule for court-ordered participants shall remain the same while they are on the active list. As previously mentioned, these services should be designed to assist the Board of County Commissioners to achieve a long- range goal of decreasing crime and criminal justice involvement. Target audiences shall consist

of court referrals, for example, individuals that are court-ordered to Probation or the Supervised Pretrial Release Program. Court-ordered defendants also may participate in classes with non-defendants.

1. Anger Management

Court-ordered anger management classes are designed to be in a group counseling setting.

- a. Legal and Statutory Requirements
None.

b. Educational Objectives

- 1) Increase a defendant's knowledge and use of anger management skills.
- 2) Ensure that curriculum provides opportunities for discussion, class interaction, homework, practical application, and practice.
- 3) Refer defendants to ancillary agencies on an as needed basis.

c. Curriculum Requirements

At a minimum, the following topics are to be covered:

- 1) What is anger?
- 2) Different types of anger
- 3) How to recognize anger
- 4) Events that trigger anger (what causes anger?)
- 5) Cues to anger (physical, behavioral, emotional, and cognitive cues)
- 6) Consequences of anger
- 7) How to monitor anger
- 8) How to manage anger
- 9) How to develop a personal development plan for anger management
- 10) How to execute a personal development plan for anger management

A copy of the curriculum shall be provided with an application.

d. Program Fees, Schedule, and Required Information

- 1) Defendants will pay up to a maximum of \$50 for the entire course. This would include a maximum of \$10 per each of five (5) weekly classes. Defendants are not permitted to attend more than one class per week. Providers shall ensure the following:
 - a) Weekly classes are not suspended or cancelled for a period of more than one week without prior notification to defendant and a designee of Probation Division Administration.
 - b) Defendants are not permitted to attend more than one class per week.
 - c) Defendants are informed that once they have started classes, they cannot change providers without prior permission from the Probation Officer.
 - d) Probation is notified if a defendant misses two consecutive classes.
 - e) Probation is notified if they have knowledge of a defendant's intention to change providers.
- 2) Basic information must be collected prior to a defendant beginning classes. This includes name of defendant, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.
- 3) Defendants shall have access to an installment plan during the course, for example, payment of \$10 before each class. However, a provider may negotiate other options if needed.

2. **Victim Awareness Classes**

Victim awareness classes are designed to be in a group counseling setting.

- a. Legal and Statutory Requirements
None.
- b. Educational Objectives
 - 1) Increase a defendant's knowledge about the consequences of irresponsible driving.
 - 2) Assist a defendant with learning new approaches to changing those driving habits that may lead to collisions, injuries, and deaths.
 - 3) Ensure that curriculum provides opportunities for discussion and class interaction.
 - 4) Refer defendants to ancillary agencies on an as needed basis.
- c. Curriculum Requirements
 - 1) The curriculum shall teach defendants how irresponsible driving, e.g. habitual traffic offenses and driving under the influence, negatively affects him or her and the community at large.
 - 2) In addition, defendants will listen to and be provided an opportunity to ask questions of an individual that has experienced the death of a family member or close friend because of a collision and/or DUI. Classes shall provide opportunities for discussion and class interaction.
 - 3) A copy of the curriculum shall be provided with an application.
- d. Program Fees, Schedule, and Required Information
 - 1) Provider shall charge defendant a fee of \$30 for a two (2) hour session.
 - 2) Certain basic information must also be collected prior to a defendant beginning classes. This includes name of client, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.

3. **Victim Impact Panel**

Victim Impact Panel course can be completed in a classroom setting or in a virtual/online setting.

- a. Legal and Statutory Requirements
None
- b. Educational Objectives
 - 1) To increase a defendant's knowledge about the consequences of irresponsible driving.
 - 2) Encourage the defendant with making better decisions through exposure to victim stories
- c. Curriculum Requirements
 - 1) The curriculum shall teach defendants how irresponsible driving, e.g. habitual traffic offenses and driving under the influence, negatively affects him or her and the community at large
 - 2) A copy of the curriculum shall be provided with an application.
- d. Program Fees, Schedule, and Required Information
 - 1) Classroom Setting: \$20
 - 2) Virtual/Online: \$100
 - 3) Certain basic information must also be collected prior to a defendant beginning classes. This includes name of client, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.

4. Anti-Theft Classes

Anti-theft classes are designed to be in a group setting.

- a. Legal and Statutory Requirements
None.
- b. Educational Objectives
 - 1) Assist a defendant with learning strategies to prevent future occurrences of theft, e.g., shoplifting, petit theft, etc.
 - 2) Ensure that curriculum provides opportunities for discussion, class interaction, practical application, and practice.
 - 3) Refer defendants to ancillary agencies on an as needed basis.
- c. Curriculum Requirements
Classes shall provide opportunities for discussion, class interaction, practical application, and practice. The curriculum shall include the following topics:
 - 1) Activities to demonstrate the consequences of theft, e.g., court fees, restitution, and a possible criminal record; the financial costs that theft has on retailers; and how theft negatively affects honest consumers.
 - 2) A copy of the curriculum shall be provided with an application.
- d. Program Fees, Schedule, and Required Information
 - 1) Defendants will pay up to a maximum of \$50 for the entire course. This would include a maximum of \$10 per each of five (5) weekly classes. Defendants are not permitted to attend more than one class per week. Providers shall ensure the following:
 - a) Weekly classes are not suspended or cancelled for a period of more than one week without prior notification to defendant and a designee of Probation Division Administration.
 - b) Defendants are not permitted to attend more than one class per week.
 - c) Defendants are informed that once they have started classes, they cannot change providers without prior permission from the Probation Officer.
 - d) Probation is notified if a defendant misses two consecutive classes.
 - e) Probation is notified if they have knowledge of a defendant's intention to change providers.
 - 2) Basic information must be collected prior to a defendant beginning classes. This includes name of defendant, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.
 - 3) Defendants shall have access to an installment plan during the course, for example, payment of \$10 before each class. However, a provider may negotiate other options if needed.

5. Consequences of Writing Worthless Checks Classes

Consequences of Writing Worthless Checks are designed to be in a group setting.

- a. Legal and Statutory Requirements
None.
- b. Educational Objectives
 - 1) Assist a defendant with learning strategies to prevent future occurrences of writing worthless checks.
 - 2) Ensure that classes provide opportunities for discussion, class interaction, practical application, and practice.
 - 3) Refer defendants to ancillary agencies on an as needed basis.

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- c. Curriculum Requirements
A curriculum shall include the following:
 - 1) Activities designed to demonstrate the consequences and penalties of writing or uttering a fraudulent check and the harmful influence of these acts on the accused and area businesses.
 - 2) A copy of the curriculum shall be provided with an application.
 - d. Program Fees, Schedule, and Required Information
 - 1) Defendants will pay \$70 for one (1) eight hour or two (2) four hour classes.
 - 2) Certain basic information must also be collected prior to a defendant beginning classes. This includes name of client, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.

6. **Batterers' Intervention Classes**

- a. Legal and Statutory Requirements
Providers of these classes must adhere to Florida Statute 741.325. The program shall be at least 29 weeks in length and include 24 weekly sessions, plus appropriate intake, assessment, and orientation programming.
- b. Educational Objectives
Refer defendants to ancillary agencies on an as needed basis.
- c. Curriculum Requirements
A copy of the curriculum shall be provided with an application.
- d. Program Fees, Schedule, and Required Information
 - 1) Defendants will pay a maximum of \$320 for the entire course. Defendants are not permitted to attend more than one class per week. Providers shall ensure the following:
 - a) Weekly classes are not suspended or cancelled for a period of more than one week without prior notification to defendant and a designee of Probation Division Administration.
 - b) Defendants are not permitted to attend more than one class per week.
 - c) Defendants are informed that once they have started classes, they cannot change providers without prior permission from the Probation Officer.
 - d) Probation is notified if a defendant misses two consecutive classes.
 - e) Probation is notified if they have knowledge of a defendant's intention to change providers.
 - 2) Although a provider may elect not to charge an assessment fee, certain basic information must be collected prior to a defendant beginning classes. This includes name of defendant, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.
 - 3) Defendants shall have access to an installment plan during the course, for example, payment of \$10 before each class. However, a provider may negotiate other options if needed.

7. **Driving under the Influence (DUI) Classes**

- a. Legal and Statutory Requirements
Providers of DUI classes must adhere to requirements noted in Florida Statute 322 and Florida Administrative Code (F.A.C.) 15A-10.
- b. Educational/Counseling Objectives
 - 1) Instruct defendants on requirements noted in F.A.C. 15A-10.024 (Level 1) and F.A.C. 15A-10.025 (Level 2).
 - 2) Refer defendants to ancillary agencies on an as needed basis.

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- c. Curriculum/Counseling Requirements
 - 1) The program curriculum shall consist of the requirements noted in F.A.C. 15A-10.024 (Level 1) and F.A.C. 15A-10.025 (Level 2).
 - 2) A copy of curriculum shall be provided with an application.
 - d. Program Fees, Schedule, and Required Information
 - 1) Provider shall charge defendants as dictated by the Florida Department of Safety and Motor Vehicles pursuant to Florida Statute Chapter 322.
 - 2) Basic information must also be collected prior to a defendant beginning classes. This includes name of client, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.

8. **Driving While License Suspended or Revoked (DWLSR) Classes**

DWLSR classes are designed to be in a group setting.

- a. Legal and Statutory Requirements
None.
- b. Educational Objectives
 - 1) Assist defendants in increasing their knowledge of how DWLSR affects themselves and others.
 - 2) Refer defendants to ancillary agencies on an as needed basis.
- c. Curriculum Requirements
A provider offering DWLSR classes will equip defendants with the necessary knowledge and skills to restore driving privileges. The course will provide defendants with the opportunity to assess negative driving patterns. In addition, a defendant's Florida Department of Highway Safety and Motor Vehicles (DHSMV) driving record will be reviewed in order to assist them in restoring driving privileges.

Classes shall provide opportunities for discussion, class interaction, practical application, and practice. The curriculum shall include the following topics:

- 1) Review of DWLSR legislation, related laws and why they are important.
- 2) Learn the steps for reinstating a license.
- 3) An assessment of a defendant's driving record and identification of strategies to improve driving habits and driving record.
- 4) How to deal with road rage and other aggressive driving behaviors.
- 5) Learning how proper stress management can improve driving habits.
- 6) How to develop a driver improvement plan, including goal setting.
- 7) How to execute a driver improvement plan.

A copy of the curriculum shall be provided with an application.

- d. Program Fees, Schedule, and Required Information
 - 1) Defendants will pay \$70 for one (1) eight hour or two (2) four hour classes.
 - 2) Certain basic information must also be collected prior to a defendant beginning classes. This includes name of client, SPN number, date of birth, race, gender, mailing address, name of probation officer or pretrial specialist, home phone, work phone, and cell phone.

9. **Vehicle Immobilization Services**

- a. Legal and Statutory Requirements
Providers of vehicle immobilization services must adhere to requirements noted in of Florida Statute 316.193(13).

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- 1) Agency has at least three years of verifiable experience in immobilizing vehicles.
 - 2) Agency maintains accurate and complete records of all payments for immobilization services, copies of all documents pertaining to courts' orders of impoundment or immobilization for at least three years.
 - 3) Employees that immobilize vehicles have never been convicted of any felony or of driving or boating under the influence of alcohol or controlled substances.
- b. Objectives
Show proof that defendant's vehicle was immobilized for period stipulated in court order to the assigned probation officer or pre-trial specialist.
 - c. Curriculum/Counseling Requirements
Not applicable.
 - d. Program Fees and Schedule
 - 1) \$125 for 10 days if vendor immobilizes vehicle at defendant's location.
 - 2) \$90 for 10 days if vendor immobilizes vehicle at vendor's location.
 - 3) Provider and the individual on probation or supervised pre-trial release shall negotiate extra charges in those instances where vehicle immobilization occurs beyond the Capital Circle perimeter. Fees for vehicles immobilized outside the Capital Circle perimeter will be negotiated on an individual basis.
 - 4) Defendants are required to make payment only when a vehicle is immobilized per the courts order.

B. CRITERIA FOR CLASSES

1. Classes shall be held in Leon County. Physical location of classes must be accessible to public transportation.
2. To the extent possible, classes should be scheduled during daytime, evening, and weekend hours, as needed.
3. Providers shall maintain individual files on each defendant and retain files for a minimum of five (5) years from date of program completion. A defendant's record shall consist of defendant's name; SPN number; name of probation officer or pretrial release specialist; dates defendant attended classes; defendant's completion date; and verification of a defendant's completion, for example, certificate of completion or other documentation.
4. Providers shall ensure the following:
 - a. Weekly classes are not suspended or cancelled for a period of more than one week without prior notification to defendant and a designee of Probation Division Administration.
 - b. Defendants are not permitted to attend more than one class per week.
 - c. Defendants are informed that once they have started classes, they cannot change providers without prior permission from the Probation Officer.
 - d. Probation is notified if a defendant misses two consecutive classes.
 - e. Probation is notified if they have knowledge of a defendant's intention to change providers.
5. The program curriculum **shall not** include content that includes faith-based ideology associated with a particular religion or denomination.

C. RECORDS AND REPORTING

The following is required to assist the probation officer or pretrial release specialist with monitoring a defendant's adherence to his or her court-ordered conditions.

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1. Providers shall maintain individual files on each defendant and retain files for a minimum of five (5) years from date of program completion. A defendant's record shall consist of: defendant's name; SPN number; name of probation officer or pretrial release specialist; dates the defendant attended counseling sessions; defendant's completion date, and verification of a defendant's completion, e.g., certificate of completion or other documentation.
 2. Defendants who successfully complete classes shall be provided a Certificate of Completion at the last class. In addition, a copy of a Certificate of Completion will be mailed to a defendant's probation officer or pretrial specialist with five (5) business days of program completion.
 3. Provider will provide timely written notice to a defendant's probation officer or pretrial specialist in those instances where a defendant is unsuccessful in completing classes or is discharged from a program. The reason(s) for discharge must be included in the written notice.
 4. Provider shall provide timely written notice to a defendant's probation officer or pretrial specialist in those instances where a defendant may need a referral to another community resource, for example, Alcoholics Anonymous, Narcotics Anonymous, or Batterers' Intervention Program. The written notice shall include the instructor's assessment of the need for such referral.
 5. Division of Probation, CJCC, and other assigned personnel shall have the opportunity to observe classes after coordinating such observation with a provider.
 6. Provider shall submit an Annual Report to the Director of Office of Intervention and Detention Alternatives no later than January 31 for the preceding calendar year. The report shall list all defendants that participated in court-ordered classes by the Provider during the period of January 1 through December 31. The listing will include each defendant's name, SPN number, and whether he or she successfully completed classes. In addition, the report must provide a listing of defendants that were unsuccessful in completing classes or discharged from the program. The reason(s) for discharge must be included. Providers must also disclose total fees charged and paid by each defendant. This document shall be submitted electronically no later than January 31 to the Office of Intervention and Detention Alternatives.
 7. A provider shall report any changes in mailing address, physical location of classes, telephone number(s), fax number(s), instructors, and/or e-mail address(es) to the Director of the Probation Division as soon as possible but no later than 10 calendar days after change(s).
 8. If the Court determines a need for witness testimony, this service shall be performed as a part of the services under this proposal and no compensation shall be granted.

D. REVIEW CRITERIA

In reviewing each Application for Qualification, the Committee will consider, by way of illustration and not limitation, the following criteria:

1. The Applicant and appropriate staff possess valid, current and appropriate Florida licensure.
2. The Applicant or any officer, director, or owner thereof has not had judgments entered against him/her within the past ten (10) years for breach of contract.
3. During the past five years, the Applicant has not had a contract terminated for cause.
4. The Applicant or any owner, officer, or director, or service provider, thereof has not had a criminal conviction within the past ten (10) years of crimes related to substance abuse, violence, domestic violence, theft or a violation of Florida ethics laws or any substantially similar laws of federal, state or local governments.

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5. The Applicant or any officer, director or owner thereof is not currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government.
 6. The Applicant's required prior experience shall be commensurate with the scope of work as stated herein.
 7. The Applicant's staff performing the services shall have work experience that is commensurate with the requested services.
 8. Instructors for previously mentioned classes must possess a minimum of a Bachelor's degree or an Associate of Arts degree with one (1) year experience in instructional delivery.
 9. Instructors of batterers' intervention and DUI classes shall submit documentation that they meet requirements noted under Florida Statutes.
 10. Vehicle immobilization services will provide documentation that they meet requirements noted in Florida Statute 493.
 11. Providers shall supply their mailing address, physical address of classes, telephone number of primary contact person, FAX number, email address of primary contact person, Federal Identification Tax Number (FEIN), and name(s) of instructor(s).

E. APPLICATION REVIEW PROCESS

1. Applications will be reviewed in accordance with the criteria listed herein. Any of the established criteria noted above not met shall be sufficient cause to deny qualification to an Applicant for the counseling services.
2. Competency of Respondent: No pre-qualification status will be awarded to any person, firm or corporation that is in arrears or is in default with the Leon County upon any debt or contract, or that is a defaulter upon any obligation to the County, or has failed to perform faithfully on any previous contract with the County.
3. Consideration of Responses: The Purchasing Director shall represent the County in all matters pertaining to this RFQ. The Purchasing Director reserves the right to reject any response or portion thereof or to disregard any informality in such response when, in his opinion, the best interest of the County will be served by such action.
4. Qualifications Review Committee: A Qualifications Review Committee will review responses, in accordance with the evaluation criteria and submit its recommendation to the CJCC Administrator, who in turn will review and make a final determination of those respondents meeting the criteria to be placed on the Qualified Providers List.

Prior to the issuance of a written determination to deny pre-qualification the Committee will notify the Applicant in writing of the results of the review and disclose the basis thereof. Within five (5) business days after receipt of the County's notice concerning pre-qualification, the Applicant may submit additional or rebuttal information relative to deficiencies stated in the County's written notice.

5. If a final determination is made to deny qualification, the Applicant may, within five (5) days after notification of such determination, notify the County in writing and appeal such determination to the Leon County Procurement Appeals Board. The County's determination may be reversed by the Procurement Appeals Board only if the Applicant establishes that the determination was arbitrary or capricious or not in accordance with the policies, procedures, and laws of Leon County, Florida and the State of Florida. In the event that the County's determination is reversed by the Procurement Appeals Board, the sole relief will be

the declaration of the Applicant as qualified to be placed on the Providers List. Other than an appeal in accordance with this Section, a determination that an Applicant is "not qualified" shall not be the basis for any claim against the CJCC or the County, its officers, officials or employees.

III. REQUIRED SUBMITTALS:

All submittals shall contain the following elements, clearly divided into the lettered sections and presented in the order given. Only responses that comply will be considered to comprise a COMPLETE response to this application

TAB A.

1. Completed **Application for Counseling Services Provider**
2. Cover letter, if desired by Respondent

TAB B Completed **Questionnaire for Service Provider** and all items requested therein. A
separate questionnaire is required for each counseling category for which the Provider is applying.

TAB C Completed W-9 Form (Attachment A): A current W-9 Form must be completed and signed and submitted with this Response.

TAB D Complete and submit the following included forms: Equal Opportunity/Affirmative Action Statement; Insurance Certification Form; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws

Applications may be deemed non-responsive and not be further considered for failing to submit a response and/or documentation that addresses each and every paragraph cited in the Application Materials. The County does not desire to receive marketing materials or items not requested within this document as a part of an applicant's submission. Information submitted beyond the requirements of the Application will not be considered.

Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Responses are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the services.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

V. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the

Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. ***Waiver of Subrogation in lieu of Additional Insured is required.***
- c. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability (***County is to be named as Additional Insured***).
 - 1) The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - 2) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the County.
 - 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - 4) The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
- b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days

prior written notice by certified mail, return receipt requested, has been given to the County.

-
4. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
 5. Verification of Coverage: Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

VI. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

**APPLICATION FOR COURT ORDERED COUNSELING SERVICE PROVIDER LEON
COUNTY, FLORIDA**

All materials submitted shall be original (no copies). All required attachments and any additional information requested in this application must be attached to each response submitted.

Applicant Name: _____

Street Address: _____

City, State, Zip: _____

Mailing Address (if different): _____

City, State, Zip: _____

DISCLAIMER

By signing below and submitting this Application, the above named Applicant for Counseling Services for Leon County, Florida, absolves all rights to appeal a determination deemed "not qualified or non-responsive" if the Application for Counseling Services is either in complete or not received timely on the due date posted for the pre-qualification process.

APPLICANT ACKNOWLEDGMENTS

Applicant agrees that once qualified, all criteria and requirements contained herein shall be maintained by the Applicant throughout the time that Applicant is on the Provider List. All materials submitted by the Applicant shall become the property of the County and will not be returned. By submitting an application, the Applicant agrees that the County may research and/or verify information provided and contact any applicable entities or persons associated with such information.

Signature*: _____

Printed or Typed Name and Title: _____

* An authorized signature must be submitted. Those authorized to sign are as follows: If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign. If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of incorporation.
If a regular corporation, the CEO, President, or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing that individual to sign must be submitted with the Application.

PRINCIPAL CONTACT

Principal Contact's Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Mailing Address (if different): _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail address: _____

Company Website Address: _____

ORGANIZATION

1. Business Type (select one):

☐ Corporation

☐ Sole Proprietor

☐ Partnership

☐ Joint Venture

☐ Other (indicate) _____

The Applicant may attach additional information deemed appropriate to respond.

2. Federal Tax ID No. (FEIN): _____

3. How many years has your organization been in business offering counseling services? _____

4. How many years has your organization been in business under its present business name? _____

5. Under what other former names has your organization operated?

6. If your organization is a corporation, please indicate:

Date of incorporation _____

State of incorporation _____

President's name:

Vice President's name(s):

Secretary's name: _____

Treasurer's name: _____

7. If your organization is a partnership, please indicate:

Type of partnership: _____

Date of organization: _____

Name(s) of general partners: _____

8. If your organization is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

9. If the form of your organization is other than those listed above, describe it and name the principals:

-
10. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
If yes, give the name and addresses of all affiliated parent and/or subsidiary companies. Indicate the relationship of each to your organization. ☐ Yes ☐ No
11. Judgment. Has the Applicant or any officer, director owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts? If yes, provide details on any such judgment. ☐ Yes ☐ No
12. During the past five years has the Applicant had a contract terminated for cause? If yes, provide details of such instance. ☐ Yes ☐ No
13. During the past 5 years has the Applicant had a paid claim against a business insurance policy? If yes, provide details of such instance. ☐ Yes ☐ No
14. Convictions. Has the Applicant or any owner, officer, director, or service provider thereof had a criminal conviction within the past ten (10) years of crimes related to substance abuse, violence, domestic violence, theft or a violation of Florida ethics laws or any substantially similar laws of federal, state or local governments. ☐ Yes ☐ No
15. Debarment. Is the Applicant or any officer, director, owner, or qualifying thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government? If yes, provide details. ☐ Yes ☐ No

QUESTIONNAIRE FOR COUNSELING SERVICE PROVIDERS

Provider name: _____

Please note that a **separate** questionnaire is required for each category for which the Provider is applying (an application may have one, two or three questionnaires).

Please check which category to which this questionnaire applies:

☐ Anger Management ☐ VAP ☐ VIP ☐ Anti-Theft ☐ Worthless Checks ☐ BIP ☐ DUI ☐ DWLSR

Please prepare your response to each item below on a separate page(s) but each item response must not exceed two word processed pages with one inch margins, single space, Times Roman format, and point 10 font size (except Section F which may use as much space as necessary).

A. DESCRIPTION OF HOW OBJECTIVES WILL BE MET

In this section, you are to list your objectives and describe how each objective will be met.

B. HOW COUNSELING SESSIONS ARE STRUCTURED

Please describe how classes are structured. This includes how they are conducted, frequency, length and time of sessions; number of participants; methods and techniques used; etc. Include a copy of the curriculum used.

C. SCHEDULE OF CLASSES

Include a schedule for when classes are held and the time(s)

D. DEFENDANT'S BEHAVIOR MODIFICATION

Please describe how classes are expected to affect a defendant's behavior upon completion. How do you measure these outcomes?

E. MAINTENANCE OF DEFENDANTS' RECORDS

Describe procedures for retaining defendants' records of participation as described in **Section III D**.

F. LOCATION AND DESCRIPTION OF FACILITY(IES)

Please provide the physical address(es) of the facilities where counseling sessions will be held and give a general description of the facilities. Address availability of parking (and fees, if any) and accessibility to public transportation.

G. BACKGROUND AND EXPERIENCE

1. Providers shall provide a brief history of the firm, average number of employees over the past five years, present size of the firm, nature of services offered, and breakdown of staff by discipline.

-
2. Please provide appropriate licensure/credential of firm as required by the State of Florida and/or appropriate local governments.
 3. Please provide brief resume of each person that will be involved in leading a counseling session and proof of appropriate licensure/credentials.

H. FEE SCHEDULE

Provide a schedule of all applicable fees for program participants. Fees may only be adjusted on an annual basis upon the written approval of the CJCC.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers Compensation) listed by Best with a rating of no less than A: VII?

___YES ___NO

Commercial General
Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

Professional Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

-
1. Is the insurer to be used for Workers= Compensation insurance listed by Best with a rating of no less than A:VII?

___YES ___NO

Indicate Best Rating:

Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

___YES ___NO

I insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers= Compensation and Employer' s Liability

Thirty days advance written notice of cancellation to County- General Liability, Automobile Liability, Worker=s Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided. Please mark the appropriate box:

Coverage is in place ____ Coverage will be placed, without exception ____

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name, Signature _____
Typed or
Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__ .

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

II. REQUIRED SUBMITTALS:

All submittals shall contain the following elements, clearly divided into the lettered sections and presented in the order given. Only responses that comply will be considered to comprise a COMPLETE response to this application

TAB A.

2. Completed **Application for Counseling Services Provider** (pages 15-18)
3. Cover letter, if desired by Respondent

TAB B Completed **Questionnaire for Service Provider** (pages 19-20) and all items requested therein. A separate questionnaire is required for each counseling category for which the Provider is applying.

TAB C Completed W-9 Form (Attachment A): A current W-9 Form must be completed and signed and submitted with this Response.

TAB D Complete and submit the following included forms: Equal Opportunity/Affirmative Action Statement; Insurance Certification Form; Certification Regarding Debarment, Suspension, And Other Responsibility Matters, Primary Covered Transactions; Affidavit Certification Immigration Laws

Applications may be deemed non-responsive and not be further considered for failing to submit a response and/or documentation that addresses each and every paragraph cited in the Application Materials. The County does not desire to receive marketing materials or items not requested within this document as a part of an apparent s u b m i s s i o n . Information submitted beyond the requirements of the Application will not be considered.

Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Responses are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable.

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IV. INSURANCE

Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Respondent procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Respondent's pricing.

1. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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- c. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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The policies are to contain, or be endorsed to contain, the following provisions:

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 - 1) The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - 2) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the County.
 - 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - 4) The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
- b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days

prior written notice by certified mail, return receipt requested, has been given to the County.

-
4. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
 5. Verification of Coverage: Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

V. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

**APPLICATION FOR COURT ORDERED COUNSELING SERVICE PROVIDER LEON
COUNTY, FLORIDA**

All materials submitted shall be original (no copies). All required attachments and any additional information requested in this application must be attached to each response submitted.

Applicant Name: _____

Street Address: _____

City, State, Zip: _____

Mailing Address (if different): _____

City, State, Zip: _____

DISCLAIMER

By signing below and submitting this Application, the above named Applicant for Counseling Services for Leon County, Florida, absolves all rights to appeal a determination deemed “not qualified or non-responsive” if the Application for Counseling Services is either in complete or not received timely on the due date posted for the pre-qualification process.

APPLICANT ACKNOWLEDGMENTS

Applicant agrees that once qualified, all criteria and requirements contained herein shall be maintained by the Applicant throughout the time that Applicant is on the Provider List. All materials submitted by the Applicant shall become the property of the County and will not be returned. By submitting an application, the Applicant agrees that the County may research and/or verify information provided and contact any applicable entities or persons associated with such information.

Signature*: _____

Printed or Typed Name and Title: _____

* An authorized signature must be submitted. Those authorized to sign are as follows: If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign. If a limited partnership, a general partner must sign.
If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles of incorporation.
If a regular corporation, the CEO, President, or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing that individual to sign must be submitted with the Application.

PRINCIPAL CONTACT

Principal Contact's Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Mailing Address (if different): _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail address: _____

Company Website Address: _____

ORGANIZATION

1. Business Type (select one):

☐ Corporation

☐ Sole Proprietor

☐ Partnership

☐ Joint Venture

☐ Other (indicate) _____

The Applicant may attach additional information deemed appropriate to respond.

2. Federal Tax ID No. (FEIN): _____

3. How many years has your organization been in business offering counseling services? _____

4. How many years has your organization been in business under its present business name? _____

5. Under what other former names has your organization operated?

6. If your organization is a corporation, please indicate:

Date of incorporation _____

State of incorporation _____

President's name:

Vice President's name(s):

Secretary's name: _____

Treasurer's name: _____

7. If your organization is a partnership, please indicate:

Type of partnership: _____

Date of organization: _____

Name(s) of general partners: _____

8. If your organization is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

9. If the form of your organization is other than those listed above, describe it and name the principals:

-
10. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
If yes, give the name and addresses of all affiliated parent and/or subsidiary companies. Indicate the relationship of each to your organization. ☐ Yes ☐ No
11. Judgment. Has the Applicant or any officer, director owner, or qualifying agent thereof had any judgments entered against him/her within the past ten years for breach of contracts? If yes, provide details on any such judgment. ☐ Yes ☐ No
12. During the past five years has the Applicant had a contract terminated for cause? If yes, provide details of such instance. ☐ Yes ☐ No
13. During the past 5 years has the Applicant had a paid claim against a business insurance policy? If yes, provide details of such instance. ☐ Yes ☐ No
14. Convictions. Has the Applicant or any owner, officer, director, or service provider thereof had a criminal conviction within the past ten (10) years of crimes related to substance abuse, violence, domestic violence, theft or a violation of Florida ethics laws or any substantially similar laws of federal, state or local governments. ☐ Yes ☐ No
15. Debarment. Is the Applicant or any officer, director, owner, or qualifying thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the federal government? If yes, provide details. ☐ Yes ☐ No

QUESTIONNAIRE FOR COUNSELING SERVICE PROVIDERS

Provider name: _____

Please note that a **separate** questionnaire is required for each category for which the Provider is applying (an application may have one, two or three questionnaires).

Please check which category to which this questionnaire applies:

☐ Mental Health

☐ Domestic Violence

☐ Substance Abuse

Please prepare your response to each item below on a separate page(s) but each item response must not exceed two word processed pages with one inch margins, single space, Times Roman format, and point 10 font size (except Section F which may use as much space as necessary).

A. DESCRIPTION OF HOW OBJECTIVES WILL BE MET

In this section, you are to list your objectives and describe how each objective will be met.

B. HOW COUNSELING SESSIONS ARE STRUCTURED

Please describe how counseling sessions are structured. This includes how they are conducted, frequency, length and time of sessions; number of participants; methods and techniques used; etc.

C. DEFENDANT'S BEHAVIOR MODIFICATION

Please describe how counseling sessions are expected to affect a defendant's behavior upon completion. How do you measure these outcomes?

D. MAINTENANCE OF DEFENDANTS' RECORDS

Describe procedures for retaining defendants' records of participation as described in **Section III D**.

1. LOCATION AND DESCRIPTION OF FACILITY(IES)

Please provide the physical address(es) of the facilities where counseling sessions will be held and give a general description of the facilities. Address availability of parking (and fees, if any) and accessibility to public transportation.

2. BACKGROUND AND EXPERIENCE

- Providers shall provide a brief history of the firm, average number of employees over the past five years, present size of the firm, nature of services offered, and breakdown of staff by discipline.

-
- Please provide appropriate licensure/credential of firm as required by the State of Florida and/or appropriate local governments.
 - Please provide brief resume of each person that will be involved in leading a counseling session and proof of appropriate licensure/credentials.

3. FEE SCHEDULE

Provide a schedule of all applicable fees for program participants. Fees may only be adjusted on an annual basis upon the written approval of the CJCC.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

- The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers Compensation) listed by Best with a rating of no less than A: VII?

___YES ___NO

Commercial General
Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

Business Auto:

Indicate Best Rating:

Indicate Best Financial Classification:

Professional Liability:

Indicate Best Rating:

Indicate Best Financial Classification:

-
1. Is the insurer to be used for Workers= Compensation insurance listed by Best with a rating of no less than A: VII?

___YES ___NO

Indicate Best Rating:

Indicate Best Financial Classification:

If answer is NO, provide name and address of insurer:

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

___YES ___NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A: VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers= Compensation and Employer' s Liability

Thirty days advance written notice of cancellation to County- General Liability, Automobile Liability, Worker=s Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided. Please mark the appropriate box:

Coverage is in place ____ Coverage will be placed, without exception ____

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name, Signature _____
Typed or
Printed

Date_ Title _____

(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__ .

Personally known _____

NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped commissioned name of notary

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

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Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____ Notary Public - State of _____

My commission expires: _____

(Type of
identification)

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Printed, typed, or stamped commissioned name of notary

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